

R-10-71

RESOLUTION NO. _____

**A RESOLUTION EXTENDING THE TERM OF THE CURRENT
CURBSIDE RECYCLING AGREEMENT UNTIL SEPTEMBER
30, 2011; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock ("the City") currently has a contract with Waste Management of Arkansas ("WMA") governing the terms and conditions of curbside recycling; and

WHEREAS, The City desires to extend this contract in conjunction with similar extensions between WMA and the Pulaski County Solid Waste Management District and the City of Little Rock; and

WHEREAS, Ark. Code Ann. § 14-58-104(b) authorizes the governing body of a city to extend a contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the current Curbside Recycling Agreement between the City and WMA, scheduled to expire on or about September 30, 2010, is hereby extended until September 30, 2011 according to the terms and conditions found in the document attached hereto and incorporated herein as Exhibit "A".

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Patrick H. Hays

SPONSOR:

ATTEST:

Patrick H. Hays
Mayor Patrick H. Hays

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY

FILED 11:45 A.M. _____ P.M.

BY Becky - City Atty

DATE 5-18-10

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED by A. Hodge



EXHIBIT

"A"

CURBSIDE RECYCLING AGREEMENT

This AGREEMENT, made and entered as of May 4th 2010, by and between Pulaski County Regional Solid Waste Management District (the "District") and Waste Management of Arkansas, Inc. ("WMA").

WHEREAS, the parties executed certain Curbside Recycling Agreements (the "Agreements") in 2003, pursuant to which WMA currently provides residential curbside recycling service to the District, city of Little Rock, and city of North Little Rock;

WHEREAS, the parties mutually desire to maintain a household rate for twelve months;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Term of this Agreement will be October 1, 2010 to September 30, 2011.
2. The monthly price per household shall be \$2.20 per household.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts as of the date first written above.

**PULASKI COUNTY SOLID WASTE
MANAGEMENT DISTRICT**

By: John Roberts, District Executive Director

CITY OF LITTLE ROCK

By: Bruce T. Moore, City Manager

CITY OF NORTH LITTLE ROCK

By: Mayor Pat Hays

**WASTE MANAGEMENT OF
ARKANSAS, INC.**

By: _____

Post-It [®] Fax Note	7671	Date	May 6, 2010	# of pages	1
To	Joe Smith	From	John Roberts		
Co./Dept.		Co.			
Phone #		Phone #	340-8789		
Fax #	975-8885	Fax #			

, as _____